

Pocahontas Co.

CWA #7173 (Sheriff)

7/1/2006 6/30/2008

POCAHONTAS CO./CWA #7173 (SHERIFF) 06-08

AGREEMENT

between

POCAHONTAS COUNTY
BOARD OF SUPERVISORS

and

COMMUNICATIONS WORKERS OF AMERICA

representing

EMPLOYEES OF THE
SHERIFF'S OFFICE

July 1, 2006 to June 30, 2008

INDEX

	Preamble	Page 1
Article 1	Recognition	Page 1
Article 2	Intent and Purpose	Page 1
Article 3	Employment Status	Page 1
Article 4	No Strike	Page 2
Article 5	Checkoff and Indemnification	Page 2
Article 6	Seniority and Layoff	Page 2
Article 7	Working Hours and Overtime	Page 3
Article 8	Leaves	Page 4
Article 9	Accident Reporting	Page 8
Article 10	Workers Compensation	Page 8
Article 11	Grievances	Page 8
Article 12	Salary	Page 10
Article 13	Differentials	Page 11
Article 14	Call Out Pay	Page 11
Article 15	Group Insurance	Page 11
Article 16	Safety	Page 11
Article 17	Schooling	Page 12
Article 18	Savings Clause	Page 12
Article 19	Entire Agreement and Waiver	Page 12
Article 20	Effective Period	Page 13
	Signatures	Page 13
Appendix A	Pay Schedule	Page 14
Appendix B	Grievance Report Form	Page 15
	Letter of Understanding	Page 17

PREAMBLE

THIS AGREEMENT is executed by POCAHONTAS COUNTY, hereinafter called "Employer", and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter called "Union", or "Employee Organization".

ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Pocahontas County in the following bargaining unit, to wit:

Included: All full-time and part-time employees of the Sheriff's Office, including Patrol Deputies, Civil Deputies, Road Deputies, Radio Dispatchers and Communications Supervisor.

Excluded: Sheriffs, Chief Deputy, on call part-time employees, and all other employees excluded under Section 4 of the Act.

ARTICLE 2 INTENT AND PURPOSE

Section 1. The Employer, the Union and the employees recognize and declare the necessity of providing the most efficient and highest quality service for the citizens and taxpayers of Pocahontas County.

Section 2. The Employer, the Union and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of Pocahontas County.

ARTICLE 3 EMPLOYMENT STATUS

Probationary: Each employee shall be considered as on probation for a period of at least one thousand forty (1040) hours worked from the date of employment. Any employee may be terminated with probable cause during the probationary period without the right to appeal. Upon satisfactory completion of the probationary period, the employee shall be entitled to all the rights and privileges granted an employee and the terms of employment shall start as of the employment date.

Regular: Regular employment status is granted upon satisfactory completion of the probationary period and state certification, where certification is required. (Includes Deputy Sheriff, Office Deputy, Dispatcher and Communications Supervisor.)

Regular Part-Time. An employee who works more than one thousand forty (1040) hours in a contract year. Regular part-time employees are entitled to all benefits including vacation, group health insurance, holidays and sick leave on a basis of fifty percent (50%) of the full-time employee.

Employee. Except as otherwise provided hereinafter, "employee" means regular employee.

ARTICLE 4 NO STRIKE

Section 12 of the Public Employment Relations Act (Chapter 20, Code of Iowa) shall be considered a part of this Agreement.

ARTICLE 5 CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Employee Organization dues and to remit monthly to the business address of Employee Organization with an accompanying list of employees from whom payroll deductions were made. The Employee Organization will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County will require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this dues checkoff clause.

ARTICLE 6 SENIORITY AND LAYOFF

Section 1. Seniority is defined as an employee's length of continuous service with the County from his/her most recent date of hire.

Section 2. In the event the Employer determines that employees must be laid off, the Employer shall consider qualifications, ability to perform, physical fitness and seniority, and if qualifications, ability to perform and physical fitness are equal between and among affected employees, seniority shall govern.

Section 3. Those employees to be laid off will be notified as soon as possible. Laid off employees shall advise the Employer of their current addresses during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff.

Section 4. The seniority records for employees shall be maintained by the Employer and shall be available to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) days.

Section 5. The seniority of an employee shall terminate if the employee quits for any reason, is discharged, fails to report within forty-eight (48) hours after notice of recall, or is laid off for a period exceeding twelve (12) months or his/her seniority, whichever is less.

Section 6. An employee promoted from the bargaining unit shall retain but not continue to accrue seniority.

ARTICLE 7 WORKING HOURS AND OVERTIME

Section 1. The normal workweek shall be as follows:

1. Office Deputy: Forty (40) hours per week, with a one (1) hour non-paid lunch period daily. Time and one-half (1 1/2) shall be paid after forty (40) hours in the workweek.
2. Dispatcher and Communications Supervisor: Forty (40) hours per week with a one-half (1/2) hour paid meal period to be taken at the console. Time and one-half (1 1/2) after forty (40) hours. A paid meal period is not applicable if the employee is assigned duties that allow a duty free lunch period.
3. Road Deputies: Forty (40) hours per week with a one-half (1/2) hour paid meal period daily. The hours between forty (40) and forty-two and one-half (42 1/2) will be paid at straight time. Time and one-half (1 1/2) after forty-two and one-half (42 1/2) hours.

Section 2. The normal work period shall be a seven (7) day period from 12:01 AM Sunday to 12:00 Midnight the following Saturday.

Section 3. The normal workday shall start and end at the time designated by the Employer. The length of the normal work day will be established by mutual agreement of the Sheriff and deputies and the Sheriff and dispatchers. The normal work hours for the Office Deputy will be eight (8) hours with a one-half (1/2) unpaid lunch period.

Section 4. The Union shall be given notice five (5) days in advance of change of starting time.

Section 5. All employees shall be required to work overtime when requested by the Employer. The Employer shall notify employees before quitting time the previous day if overtime is to be worked, other than in an emergency. If overtime is to be worked on an emergency basis at the end of a normal shift and the Sheriff or Chief Deputy is not available to authorize, then authorization may be after the fact.

Section 6. If overtime is requested in a week which contains an observed holiday, the holiday will count as a day worked.

Section 7. There shall be no pyramiding of time, rate of pay or benefits.

Section 8. All paid time (except sick leave) will count as work time when computing overtime.

Section 9. Time records shall be reported to the nearest one-half (1/2) hour.

ARTICLE 8 LEAVES

Military Leave. All probationary and regular employees shall be granted up to a maximum of thirty (30) days military leave with pay or as required by the Code of Iowa.

Jury Duty. All probationary and regular employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the workday required by the jury duty. Any jury duty pay received by an employee shall be forwarded to the Employer, except for meal or travel expenses.

Breaktime. All employees will be permitted to take one (1) fifteen (15) minute break with pay during every four (4) hour work period. Breaks should be scheduled as close to the middle of the work period as possible and the time limit must be strictly observed and shall not interfere with assigned duties.

Funeral Leave. All probationary and regular employees will be allowed time off with pay upon request and approval of the Employer to attend funerals on the following schedule:

Four (4) days per occurrence for arrangement and/or attendance at the funeral of a wife, husband, mother, father, brother, sister, stepparents, stepparents-in-law, mother-in-law, father-in-law, children or stepchildren.

Two (2) days per occurrence for attendance at a funeral of grandparents, spouse's grandparents, grandchildren, aunt, uncle, brother-in-law or sister-in-law.

One (1) day per occurrence for attendance at a funeral as an active official participant.

Additional time may be granted upon request by the employee and approval of the Employer.

Sick Leave. All probationary and regular employees shall be entitled to accrue sick leave with full pay at the rate of twelve (12) hours for each month of employment, subject to the following conditions:

1. Sick leave shall apply to a period in which the employee is incapacitated from the performance of his/her duties by sickness or injury, for medical, surgical, dental or optical examination or treatment, or whereby reason of his/her exposure to contagious disease, his/her presence at his/her post of duty would jeopardize the health of others.
2. An employee may use up to five (5) working days (40 hours) per contract year of accrued sick leave when a member of the immediate family is ill or for any reason stated in Section 1 of this Article. (Immediate family is limited to spouse and children.)
3. Sick leave shall not be used for vacation leave.
4. Sick leave shall not be taken in advance.
5. Sick leave shall not be accumulative for more than nine hundred sixty (960) hours.
6. Employees who have accumulated the maximum sick leave 960 hours will continue to accumulate sick leave at the rate of twelve (12) hours for each month of employment in a segregated account to be used in the following manner:
 - a) When an employee has accumulated 48 hours in their segregated account, he/she will be entitled to an additional 8 hours pay at their current hourly rate within two (2) pay periods.
 - b) When an employee uses sick leave, they must replace their sick leave up to the maximum of 960 hours before they can again begin to accumulate sick leave days in their segregated account. Under no circumstances will an employee lose sick leave days in their segregated account due to an interruption caused when an employee replaces sick leave in the primary sick leave account to reach their maximum of 960 hours.
7. In all cases where an employee has been absent on sick leave, he/she shall immediately upon his/her return to work, submit a statement that such absence was due to illness or other reasons stated in item #1 above. Where such absence exceeds two (2) consecutive workdays, such statement shall be verified by a physician or other authorized practitioner, unless waived by the Employer. For a lesser period of absence, the Employer may, at his discretion, require evidence of illness or other reasons defined in item #1 above, as he deems necessary and in all cases, sick leave pay shall not be granted until approved by the Employer.
8. Sick leave shall be taken on a workday basis. Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.

9. Sick leave shall not accrue during leave of absence without pay, suspension, layoff or other leave without pay.
10. An employee who is transferred from his/her department to another within the County shall be credited with the sick leave he/she has accumulated.
11. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation.
12. If an absence due to illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave had accrued.
13. Upon written request by the employee, prior to the employee exhausting his/her vacation leave and sick leave, sick leave without pay may be granted by the Employer, in writing, for the remaining period of disability after both sick leave and vacation leave has been exhausted. In the event such leave exceeds one (1) year, an extension must be requested and approved by the Employer, or the employee shall be terminated.
14. Failure on the part of an employee to report immediately at the expiration of leave of absence with or without pay or sick leave, or extension of such leave, except for valid reasons submitted in advance and approved by the Employer, shall be considered as a resignation.
15. Sick leave, to the extent available, may be used for childbirth. If accumulated sick leave does not cover the time away from the job, as defined by a doctor's certification, then an unpaid maternity leave shall be granted. The employee shall be returned to her previous job and hours following the expiration of maternity leave.

Vacation Leave. Probationary and regular employees shall earn vacation leave with pay for continuous employment as follows:

<u>Years of Service</u>	<u>Vacation Allowance</u>
After 1 year of continuous service	5 days -40 hours
After 2 years of continuous service	10 days -80 hours
After 9 years of continuous service	15 days - 120 hours
After 20 years of continuous service	20 days - 160 hours

When a holiday falls within the vacation period, the holiday shall not be included in the vacation period.

An employee may carry over vacation leave up to 40 hours to be taken within the following year, based upon the employee's vacation anniversary date.

Vacation leave may be taken in a minimum of one (1) day increments.

Vacation leave taken by any employee in an increment of one (1) day shall give the Employer no less than forty-eight (48) hours notice of their intent. Except in an emergency, vacation leave taken by an employee in an increment greater than one (1) day shall give the Employer notice of intent to use vacation leave two (2) weeks in advance of said leave commencing. An employee whose services are terminated shall receive any vacation earned and not previously taken.

Upon separation from the Pocahontas County payroll, an employee shall receive all accumulated vacation pay on a pro rated basis (i.e., ten (10) months worked = 10/12 of vacation pay earned.)

Holidays. Probationary, regular and regular part-time employees shall be eligible for holiday pay. Holidays observed by eligible employees are as follows:

- | | |
|---------------------|---|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Memorial Day | 7. Day after Thanksgiving |
| 3. Independence Day | 8. Christmas Eve Day |
| 4. Labor Day | 9. Christmas Day |
| 5. Veterans Day | 10. One Floating Holiday within the contract year |

For an employee regularly scheduled Monday through Friday, when a holiday falls on a Saturday, the preceding Friday shall be granted. When a holiday falls on a Sunday, the following Monday shall be granted.

For an employee whose schedule can include any day of the week (Sunday through Saturday), the actual holiday will be the observed holiday.

All eligible regular full-time employees will be paid for eight (8) hours (regular salary) for each one of the observed holidays. If an employee is required to work on a holiday, he/she will be paid time and one-half (1 1/2) the employee's straight time hourly wage rate. For example, if an employee's regular rate is \$10.00 per hour, the total pay for a holiday worked is calculated as follows:

8 hours X \$10.00	=	\$ 80.00 (regular salary)
8 hours (or # of hours worked) X \$15.00	=	<u>\$120.00</u>
Total		\$200.00

In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday, unless excused by the Employer.

Employees scheduled to work a holiday may secure a regular part-time employee to work in their place on a voluntary basis if available with no additional cost to the County.

Leave Without Pay. An employee may be granted a leave of absence without pay upon written request and approval by the Employer, but shall not accrue vacation, sick leave or any other benefit or pay.

ARTICLE 9 ACCIDENT REPORTING

Accident Reports. When an employee of the County suffers an injury in the line of duty, a report of such accident shall be made immediately to the head of the department in which such individual is employed and the County Auditor. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto.

Notice of Injury - Failure to Report. An employee who is physically able and who fails to report within twenty-four (24) hours, an injury, however minor, to his/her foreman or supervisor and to take such First Aid or medical treatment as may be necessary, shall not be entitled to or be eligible for injury leave as outlined.

Any employee who fails to give notice to his/her immediate supervisor or department head of an absence as soon as possible, but not later than two (2) hours before the designated starting time, shall forfeit all pay for that day, except in case of an emergency.

ARTICLE 10 WORKERS COMPENSATION

All employees are covered by Workers' Compensation insurance. An employee may elect to supplement workers compensation benefits with sick leave if he/she notifies the County in writing. Sick leave may be used for any period of time not covered by workers' compensation. The employee retains the workers compensation check and the County will issue a check to the employee for the difference between the workers' compensation payments and his or her regular income. The employee's accumulated sick leave will be reduced accordingly.

ARTICLE 11 GRIEVANCES

Definition of Grievance. A grievance shall be defined as a dispute or disagreement raised by an employee against the County involving the interpretation or application of a specific term or provision of this Agreement. (Exempt from this definition are Articles 1, 2, and 3 and discipline and discharge for Deputies, which is covered under Iowa Code 341.) Other disputes or disagreements which do not involve the interpretation or application of a specific term or provision of this Agreement, including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the County, shall not be considered contract grievances. An employee may represent him-/herself, or may be represented by or accompanied by a representative of the Employee Organization during Steps One through Four. Grievances as herein defined shall be processed in the following manner.

Procedures. The investigation or processing of a grievance by the Employee Organization representatives shall be carried out in a manner which does not interfere with normal operations of the Sheriff's Office by first obtaining permission of the immediate supervisor, or department head, if immediate supervisor is not available. If the grievance is to be investigated or processed during regular working hours, such permission shall not be unreasonably withheld. The Union shall have no more than two (2) members investigating or processing a single grievance. Time spent by the Union representatives on a single complaint shall be without pay unless permission is requested from his/her immediate supervisor in advance, and such permission shall not be unreasonably withheld.

Time Limits. If a grievance is not presented within the time limits set herein, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the County and Union involved in each step. After Step Two, the parties move to arbitration. More than one grievance may be heard by the same arbitrator only by written agreement of the parties. The term "working days" as used in this Article shall mean Monday through Friday inclusive.

Step One. Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisor level, a grievance shall first be taken up by the grievant at the lowest appropriate supervisor level, normally with his/her immediate supervisor. The grievance shall be in writing at Step One, and the grievant shall cite the provisions of this Agreement allegedly violated. Step One must be taken within fifteen (15) working days of the incident complained of. The immediate supervisor shall have five (5) working days to investigate and respond to it.

Step Two. If the disposition of the grievance in Step One is not satisfactory to the grievant, he/she shall submit an appeal in writing to the Board of Supervisors or its designated representative within five (5) working days. The Board of Supervisors or its designated representative shall, within ten (10) working days, make an investigation, discuss the grievance with the grievant, and respond in writing, sending a copy to the grievant.

Step Three. If the grievance is not settled in accordance with the foregoing procedure, the Union may, within five (5) working days after receipt of the Employer's answer in Step Two, invoke the impasse procedure for the purpose of selecting an arbitrator in this Agreement.

Following the appeal to arbitration, but prior to scheduling the arbitration hearing, the parties may mutually agree to request the services of a grievance

mediator to assist in the resolution of the grievance. If grievance mediation is not successful, the parties will schedule a hearing date.

Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the County and the Union, and shall have no authority to make his decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days following close of the hearings or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period of more than thirty (30) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee would have earned from his/her employment with the Employer, but not in excess of the period above defined, less any other compensation for personal services that he/she has received from any source during said period.

No decision of an arbitrator or of the County in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

The costs (except for each party's counsel and witnesses) of any arbitration under this Article shall be shared equally by both the Employer and the Union.

The attached Appendix B shall be the proper grievance form to be used in processing all grievances.

ARTICLE 12 SALARY

The rate of pay shall be set forth in the pay schedule attached hereto (Appendix A).

1. Checks shall be available no later than five (5) working days after the end of the pay period.
2. Pay periods shall be from the first day to the fifteenth (15th) day of the month, and from the sixteenth (16th) day to the last day of the month.
3. All payroll deductions shall be split equally between the two pay periods.

ARTICLE 13
DIFFERENTIALS

Dispatchers*

3:00 PM to 11:00 PM - 10¢ per hour for all hours worked
11:00 PM to 7:00 AM - 25¢ per hour for all hours worked

* If shift is changed for either the benefit of the County or the employee, the normal rate of pay shall remain in effect.

ARTICLE 14
CALL OUT PAY

Dispatcher, Office Deputy and Communications Supervisor: If an off duty Dispatcher is called to perform Matron duties, the pay treatment for this employee shall be base pay plus differential for all hours worked.

Road Deputy, Office Deputy, Dispatchers and Communications Supervisors: Minimum call out pay shall be two (2) hours pay at the base pay regardless of the time worked.

All call out pay shall be computed from the time of 1023 call to the time of 1024 call, plus travel time.

ARTICLE 15
GROUP INSURANCE

Group health insurance benefits are available to employees upon application. The Employer shall pay all of the individual probationary and regular employee's premium for the group hospital, medical and major medical insurance designated by the Employer. The Employer shall pay one hundred percent (100%) of the employee's dependent coverage premium for the group hospital, medical and major medical insurance designated by the Employer. The cost of any additional dependent coverage premium or premiums for group insurance approved by the Employer shall be deducted from the individual employee's salary. Employees are responsible for deductibles of five hundred dollars (\$500) for the single plan and one thousand dollars (\$1000) for the family plan. Employees are also responsible for out-of-pocket maximums of one thousand dollars (\$1000) for the single plan and two thousand hundred dollars (\$2000) for the family plan. Prescription drug deductibles and out-of-pocket maximums are the employee's responsibility. The Employer's participation in group insurance coverage shall cease immediately upon termination of employment. Neither the Union or the Employer can unilaterally change the present hospital or medical care insurance coverage.

ARTICLE 16
SAFETY

Section 1. The County will continue to make reasonable provisions to protect the safety and health of its employees in accordance with all applicable federal and state laws.

Section 2. When a Road Deputy is required to wear glasses for visual correction, the Employer shall pay the difference in cost of one (1) pair of safety lenses and frames with a maximum replacement period of every two (2) years. The employee shall be responsible for the full examination fee plus any extra cost. Special circumstances shall be considered for more frequent replacement.

Section 3. All employees shall comply with all federal, state and local safety rules and regulations.

ARTICLE 17 SCHOOLING

Those employees assigned to attend schools or training related to the performance of their jobs shall receive their basic rate of pay for this attendance plus reimbursement for mileage and actual expenses in accordance with Section 343.12 of the Iowa Code.

ARTICLE 18 SAVINGS CLAUSE

Should an Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court or competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated Article, Section or portion thereof.

In the event that any provision of this Agreement is or shall be at any time contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 19 ENTIRE AGREEMENT AND WAIVER

This Agreement supersedes and cancels all previous agreements and practices between the County and the Employee Organization, unless expressly stated to the contrary herein, and together with the concurrent Letters of Understanding, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining for its term, except as provided herein.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 20
EFFECTIVE PERIOD

Except where otherwise provided herein, this Agreement shall become effective the 1st day of July, 2006 and shall remain in full force and effect through the 30th day of June, 2008, and shall be renewed year to year thereafter unless either party gives notice in writing of a desired change in this Agreement no later than September 15th of the year immediately prior to the expiration day of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2006.

POCAHONTAS COUNTY
BOARD OF SUPERVISORS

By

Jack Dewey
Chair, Board of Supervisors

COMMUNICATIONS WORKERS OF
AMERICA

By

Kay Pinner
CWA Representative

By

Robert L. Eby
Bargaining Committee Member

Acknowledged by:

Renee Von Bokern
Von Bokern Associates, Inc.
Employer Representative

By

Steven Henderson
Bargaining Committee Member

APPENDIX A
PAY SCHEDULE

CLASSIFICATION

	<u>7-1-06</u>	<u>7-1-07</u>
Communication Specialist	\$12.44	\$12.94
Communications Supervisor	\$12.89	\$13.39
Office Deputy		75% of Sheriff's annual wage. (Divide annual salary by 2080 for hourly rate)
		% of Sheriff's Salary
Road Deputy		
Hire		70%
6 mos.		72%
1 yr.		75%
18 mos.		78%
2 yrs.		80%
		(divide by 2210 for hourly rate)

Deputies hired before July 1, 2001 will be grandfathered at the current percentages of 85% less \$250 of Sheriff's annual salary. (Divide by 2210 for hourly rate.)

Non-certified employees (Communications Specialist, Office Deputy, Communications Supervisor and Road Deputy) shall be paid Two Dollars (\$2.00) per hour less than the regular hourly rate of pay.

Regular full-time dispatchers are eligible for longevity pay as follows:

After 10 years of service	\$0.05 per hour
After 15 years of service	\$0.10 per hour
After 25 years of service	\$0.15 per hour

APPENDIX B
GRIEVANCE REPORT FORM

Communications Workers of America, Local 7173
Pocahontas County Sheriff's Office

Name of Grievant

Grievance # _____
Date Filed _____

FIRST STEP

- A. Date Alleged Violation Occurred _____
- B. Section(s) of Contract Alleged to Have Been Violated _____

- C. Statement of Grievance _____

- D. Relief Sought _____

Signature of Grievant and/or Steward

Date

DISPOSITION OF GRIEVANCE

Signature of Sheriff

Union: Accepts Rejects Appeals

Signature of Grievant and/or Steward

Date

SECOND STEP

DISPOSITION OF GRIEVANCE

<hr/>			<hr/>
Signature of Chair, Board of Supervisors or Designated Representative			Date
Union:	Accepts	Rejects	Appeals
<hr/>			<hr/>
Signature of Grievant and/or Steward			Date

THIRD STEP

A Statement of Grievance_____

B. Section(s) of Contract to be Considered by Arbitrator_____

C. Relief Sought_____

<hr/>	<hr/>
Signature of Union Representative	Date

**LETTER OF UNDERSTANDING
BETWEEN
POCAHONTAS COUNTY AND CWA (Sheriff's Office)**

The parties have agreed to certain contract language, namely Article 9, Leaves, under Holidays, 4th paragraph on page 7 regarding holiday pay.

The parties have agreed to amended language for placement in the contract effective July 1, 1996. It is agreed between the parties that such amended language will not affect Pat Sheda

Pat Sheda will continue to be paid holiday pay in accordance with Arbitrator Habbo Fokkena's arbitration award dated January 3, 1995.

Example: If one of these employees works an 8 hour shift on a contractually recognized holiday (including floating holiday), and he is paid \$10 per hour, he will receive

8 hours x \$10/hr	=	\$ 80.00
+ 8 hours x 2.5 (20 hrs) x \$10	=	<u>200.00</u>
		\$280.00

Further, the parties agree that the scheduled rotation of Sheda will not be arbitrarily changed by the County to avoid paying them holiday pay as calculated above.

This Letter of Understanding will be made an addendum to the contract effective July 1, 2006 to June 30, 2008.